



COMBINED LIABILITY SCHEDULE OF INSURANCE

IMPORTANT

Under English law, if you are a business insured (i.e. an insured who has bought insurance wholly or mainly for purposes related to their trade, business or profession) the business has a duty to disclose to the insurer every material circumstance which it knows or ought to know after reasonable search. This is the case before your cover is placed, when it is renewed and any time that it is varied. Your policy wording may also provide that this duty continues for the duration of the policy. A circumstance is material if it would influence an insurer's judgment in determining whether to take the risk and, if so, on what terms. If you are in any doubt whether a circumstance is material we recommend that it should be disclosed. Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or proportionately reduce the amount of any claim payable. In some circumstances an insurer will be entitled to avoid the policy from inception and in this event any claims under the policy would not be paid.

THIS CONTRACT OF INSURANCE is contingent on the information and representations you provided in your application. Depending on the type of information and representations that you provided, the proposed contract of insurance includes certain conditions and/or warranties. Kindly review all the contract of insurance documentation, including any binder, declarations page, policy forms, and endorsements, to familiarise yourself with any conditions and/or warranties included in the contract of insurance. These conditions and/or warranties may require you to take specific actions, to refrain from taking specific actions, to fulfill certain requirements, and/or to verify specific facts. Please be advised that strict compliance with the conditions and/or warranties contained in the contract of insurance is required. If you do not strictly comply with the conditions and/or warranties contained within the contract of insurance, then the **Insurer**, may deny or limit coverage for any claim submitted by you under the contract of insurance. Please pay particular notice of all headings in 9. of this schedule.

Nonetheless, it is very important that you read the full policy carefully and, if you are unsure or unable to comply with any provisions, please contact Us immediately

Previous #: NEW	Authority Ref #: B6991SCO2016S01	Certificate #: 17DTW475
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Wording: BDB DTW 2016 Combined Liability Insurance Wording V03	Proposal Form Dated: 13 th Nov 2017
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1. Name and Address of the Insured:	LONDON ROOFING SPECIALIST LIMITED 96 Kensington High Street Kensington London W8 4SG
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2a. ERN Code – EL Only (Employer Reference Number)	475/PK01065263
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2b. Is this the Parent or Child Company? (i.e. Subsidiary or trading name)	Parent.
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3. Business Description:	Roofing & General Property Maintenance Contractor
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4. Effective:	From: 00:00 GMT on: 14 th November 2017	Both days inclusive
	To: 23:59 GMT on: 13 th November 2018	

5. Insurers:	Syndicate DTW1991 at Lloyd's	Percentage: 100%
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6. Limits of Indemnity: Section 1. Employers Liability £ 10,000,000 any one claim or series of claims (costs inclusive) Section 2. Public and Products Liability £ 2,000,000 any one occurrence or series of occurrences
7. Premium: Minimum & Deposit: £ 6,720.00 (Including Insurance Premium Tax) Calculated as follows:- Section 1 Minimum & Deposit: £3,170.00 Adjustable at Expiry as per condition 13 of General Conditions @: 0.15% on Clerical & Non Manual Directors Wages Estimated: £ 80,000 1.00% on Directors Manual Only Wages Estimated: £ 80,000 3.00% on LOSC Work Away at Height Wages Estimated: £ 75,000 Section 2 Minimum & Deposit: £ 2,830.00 Adjustable at Expiry as per condition 13 of General Conditions @: 0.38% on Total Turnover Estimated: £ 750,000 BFSC Payments Estimated: £ 150,000 Insurance Premium Tax Calculated @ 12% on above = £ 720.00
8. Situate: As per Certificate
9. Warranties/Conditions Precedent/Exclusions/Extensions/Excess/Subjectivities: <u>9(A) WARRANTIES</u> <i>Warranties are important provisions contained in your policy and must be exactly complied with at all times. Breach of a warranty may suspend your policy. (Re)insurers may have no liability to pay losses occurring or attributable to something happening during any such period of suspension. The period will continue until the breach has been remedied (if it is capable of remedy). A warranty may exist in the policy using other terminology and without reference to the word warranty.</i> <i>It is very important that you read the full policy carefully and, if you are unsure or unable to comply with any provisions, please contact us immediately</i> We would like to draw your particular attention to the following warranties applicable: NONE

9(B) CONDITIONS PRECEDENT

Please also take particular note of any conditions precedent that appear in the policy. If a condition precedent to the validity of this policy or the commencement of this risk is not complied with, the insurer will not come on risk. If a condition precedent to the insurers liability under this policy is not complied with, the insurer will not be liable for the loss in question. A condition precedent may exist in the policy using other terminology and without reference to the words 'condition precedent'.

We would like to draw your particular attention to the following conditions precedent:

Condition 1 of the General Conditions of the BDB DTW 2016 Combined Liability Insurance Wording V03 on page 23

"It is a condition precedent to any liability on Our part under this Policy that the terms hereof so far as they relate to anything to be done or complied with by You shall be duly and faithfully observed. This insurance shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular"

Condition 11 of the General Conditions of the BDB DTW 2016 Combined Liability Insurance Wording V03 on page 23 "it is a condition precedent to any liability on Our part under this policy that the Insured does not manufacture mine process distribute test remediate remove store dispose sell or use Asbestos or materials or products containing Asbestos"

In addition the following are Supplementary Conditions precedent to the validity of this policy;

Bona Fide Sub-Contractors Condition

It is a condition precedent to Our liability that all sub-contractors have Employers Liability and Public Liability insurance in respect of their liability at law for Injury or Damage arising in connection with the Business described in the Schedule and that

- i) the Limit of Indemnity of the Public Liability insurance is not less than the Limit of Indemnity provided for Public Liability in the Schedule for this Policy in respect of any one claim arising out of one cause, and
- ii) those insurances extend to indemnify You as Principal against all liability for such Injury or Damage.

It is further a condition precedent to Our liability that the **Insured** do not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement including but not limited to the assumption of any liability or potential liability on behalf of any bona fide sub-contractor or the waiver of any rights of recourse against any bona fide sub-contractor.

Personal Protective Equipment Condition

It is a condition precedent to Our liability that the use or wearing of Personal Protective Equipment by any Employee is rigorously enforced and that Personal Protective Equipment is supplied to the Employee and that a formal record is maintained confirming receipt of such equipment.

Health and Safety Policy Condition

It is a condition precedent to Our liability that You have an up to date Health and Safety Policy in force and that it is communicated to, and acknowledged by, all persons employed.

Labour Only Sub-Contractor Condition

It shall be a condition to liability that on each occasion where any Labour Only Sub-Contractor is contracted by the Insured to perform work on the Insured's or their principal's behalf, such Labour Only Sub-Contractor shall comply with all aspects of the Insured's Health and Safety policy as if they were an employee of the Insured.

For the purpose of this Condition, Labour Only Sub-Contractor shall mean any individual who enters into a contract for services with the Insured to supply labour only.

Subject to the terms, Conditions, limits and Exceptions of this Policy

Heat Conditions

It is a condition precedent to Our liability that whenever blow-lamps, propane torches, angle grinders, oxy-acetylene or similar burning, cutting or welding equipment, hot air guns, or soldering or brazing equipment are used, You must comply with the following minimum precautions:

- (a) before starting work
 - (i) You shall appoint a competent Employee to be responsible for fire safety and ensuring compliance with these requirements
 - (ii) if working away from Your own premises, the appointed Employee shall obtain permission to carry out the work from the person in charge of the site
 - (iii) all Employees and any sub-contractors shall be made aware of the location of fire alarms and fire fighting equipment
 - (iv) the appointed Employee shall examine the vicinity of the place where the heat is to be applied (including the area on the opposite side of any wall, floor, ceiling or partition) and shall ensure that all loose combustible materials are removed to beyond a radius of 15 metres. Combustible material which cannot be removed (including floors) must be covered and fully protected by overlapping sheets or screens of non-combustible material.
 - (v) a sufficient number of suitable fire extinguishers available for immediate use must be kept close to the work and not removed until at least one hour after completion of the work
 - (vi) gas cylinders not in immediate use shall be stored in the open air at least 15 metres from where the heat is to be applied.
 - (vii) blow-lamps and blow torches must be filled in the open
 - (viii) all heating of asphalt, bitumen or similar material must be carried out in the correct vessel using portable gas and on a flat surface. If the vessel is to be used on a potentially combustible surface it must have an adequate air gap and be placed on an adequate thickness of non-combustible material
- (b) during the work
 - (i) a responsible person must work alongside each operative who is using the equipment, solely to ensure that there is no outbreak of fire and that the fire-fighting equipment is available for immediate use.
 - (ii) blow-lamps and torches shall be lit as short a time as possible before use, not left unattended at any time and extinguished immediately after use. If refilling is necessary this must be undertaken in the open.
- (c) after ceasing work

Upon completion of each application of heat:

 - (i) the immediate vicinity of the work (i.e., within a radius of 15 metres), and
 - (ii) the area on the opposite side of any wall, floor, ceiling or partition,

must be inspected immediately, then again at intervals of thirty minutes and one hour after completion of the work to ensure there is no risk of fire.

9 (C) EXCLUSIONS

As contained in the BDB DTW 2016 Combined Liability Insurance Wording V03 plus the following supplementary exclusions;

Height Limit Exclusion (25 metres)

We shall have no liability under Sections 1 and 2 of this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of work undertaken by any person employed at a height above 25 metres from the surrounding floor or ground level.

Hazardous location and work Exclusion (Full)

Insurers shall not indemnify the Insured under this Policy against liability arising from any activities or work carried out by the Insured or persons acting on their behalf in connection with any of the following

- (i) airports aerodromes runways helipads or landing strips
- (ii) asbestos removal or stripping
- (iii) blast furnaces
- (iv) bridges or viaducts
- (v) chemical plants
- (vi) dams or coffer dams or aqueducts
- (vii) demolition sites
- (viii) jetties or piers
- (ix) mines
- (x) nuclear power stations or any other designated nuclear sites
- (xi) offshore installations including rigs
- (xii) oil refineries or petrochemical installations or storage sites
- (xiii) petrol or other fuel tanks or chemical storage vessels
- (xiv) pile driving
- (xv) quarries
- (xvi) railway installations or other premises connected to and forming part of any railway infrastructure
- (xvii) railway lines
- (xviii) ships or vessels or watercraft or air cushioned vehicles
- (xix) tunnels over 0.5 metres diameter
- (xx) underwater/ sub aqueous installations
- (xxi) use of explosives

Excavation Exclusion

We shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of excavation work or work at depth.

9(D) EXTENSIONS

NONE

9(E) EXCESS

The amount specified for which the Insured will be responsible:

Excess: £ 1,750 Third Party Property Damage & Third Party Bodily Injury Excess Each and Every Claim Including Costs & Expenses

Heat Use Increased Excess

The Excess stated in the Schedule is increased to £2,500 in respect of the first amount of each and every claim arising out of Damage resulting from or in consequence of the performance of work involving blow-lamps, propane torches, angle grinders, oxy-acetylene or similar burning, cutting or welding equipment, hot air guns, soldering or brazing equipment.

**9(F) SUBJECTIVITIES**

If the cover provided is granted by (re) insurers subject to certain requirements, failure to comply may result in cover not being in place. Please contact us immediately if you are unsure as to the meaning of a subjectivity or are unable to comply.

We would like to draw your particular attention to the following subjectivity

NONE

10. Several Liability Notice - LSW 1001 (Insurance)

The subscribing insurers' obligations under policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

The proportion of liability under this contract underwritten by a company (or in the case of a Lloyd's syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is a company. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that members proportion. A member is not jointly liable for any other members' proportion. Nor is any member otherwise responsible for any liability of any other Insurer that may underwrite this contract.

Although reference is made at various points in this clause to "this contract" in the singular where the circumstances so require this should be read as a reference to contracts in the plural.

11. Complaints Procedure (as contained in BDB DTW 2016 Combined Liability Insurance Wording V03).**12. Information and Misrepresentation:**

We have relied on the information you have provided us.

If we establish that you deliberately or recklessly provided us with false or misleading information we will treat your policy as if it never existed and decline all claims. We may not return premium already paid by you in this situation.

If we establish that you provided us with false, incomplete or misleading information it could adversely affect your policy and any claim. For example, We may:

- Where we would have accepted the risk and offered you a policy but we would have charged a higher premium, only pay a percentage of any claim that you make under the policy by considering the premium we actually charged as a percentage of the higher premium we would have charged and paying the same percentage of any claim. For example, if the premium we actually charged was £250 and the higher premium we would have charged was £1,000, then the premium we actually charged represents 25% of the higher premium we would have charged and we shall only pay 25% of any claim. You shall also pay us the additional premium required by us to provide the increase in insurance cover for the Policy Period stated in the Schedule.
- Treat this policy as if it had never existed and refuse to pay all claims and return the premium paid net of brokerage. We will only do this if the false, incomplete or misleading information means that we provided you with insurance cover when we would not otherwise have offered it at all had the risk been fairly presented;
- Amend the terms of your policy. We may apply these amended terms as if they were already in place before a claim is made; or
- Cancel your policy in accordance with the cancellation provisions.

If you become aware that information you have given us is inaccurate or incomplete, you must inform us without delay.



- 13. The Intermediary issuing this insurance on behalf of the Insurer is:**
BDB (UK) LIMITED,
52-54 Leadenhall Street,
London,
EC3A 2BJ,
United Kingdom.
 (Appointed Representatives of Lloyd's Brokers BDB Ltd)
- 14. Statutory Status Disclosure**
Insurers: Syndicate DTW1991 at Lloyd's is managed by R&Q Managing Agency Limited. R&Q Managing Agency Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority No: 224442
 R&Q Managing Agency Limited is registered in England No: 04690709
 Registered Office: 2 Minster Court, London, EC3R 7BB
- Coverholder:** BDB (UK) Ltd is authorised and regulated by the Financial Conduct Authority No: 591369
 BDB (UK) Ltd is registered in England No: 08146123
 Registered Office: C/O PKF Littlejohn LLP, 1 Westferry Circus, Canary Wharf, London, E14 4HD

BDB (UK) Limited (B6991SCO2016S01): Hereon: (100%)			
100.0000%			100% Syndicate DTW1991 at Lloyd's
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100.0000%			100% Syndicate DTW1991 at Lloyd's

This Policy has been signed in London this day of 15th November 2017

By...

...(Authorised Signatory)

For and on behalf of the intermediary.